

**BID FORM****MISSOURI DEPARTMENT OF TRANSPORTATION****GENERAL SERVICES**3901 32<sup>nd</sup> STREET

JOPLIN, MO 64804

REQUEST NO.	D7-10-029
DATE	January 29, 2010
PAGE NO.	2
NO. OF PAGES	11

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL

**1:00 P.M. CST, February 23, 2010**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE  
FOLLOWING SUPPLIES OR SERVICES.

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS MUST BE  
EXTENDED AND TOTALED.**

**QUOTATIONS TO BE BASED F.O.B. MISSOURI  
DEPARTMENT OF TRANSPORTATION**

Various Locations through out District 7, see page 3

3901 E. 32<sup>nd</sup> Street

Joplin, MO 64804

**BUYER:** Chris Stephens

**BUYER TELEPHONE:** 417-621-6355

ITEM NO.	SUPPLIES OR SERVICES	QTY	UNIT PRICE	EXTENDED PRICE	DELIVERY DATE
	<b>Fabrication of Sander Stands</b>				
	Fabrication of <u>47</u> stands to support a V-Bed spreader as shown in the attached drawings.				
	<u>16' Spread Stands , XHD Trucks/Spreaders</u>				
001	Butler, MO 1-Swenson, 3-Monroes	4			
002	Nevada, MO 1-Henderson, 2-Swensons, 1-Monore	4			
003	Rich Hill, MO 2-Swensons	2			
004	ElDorado Springs, MO 1-Swenson, 1-Monroe	2			
005	Greenfield, MO 2-Swensons	2			
006	Osceola, MO 1-Swenson	1			
007	Stockton, MO 1-Swenson	1			
008	Lamar, MO 1-Swenson, 1-Monroe	2			
009	Carthage, MO 2-Swensons, 1-Monroe	3			
010	Joplin, MO 4-Monroes, 1-Swenson	5			
011	Mt. Vernon, MO 2-Swensons, 1-Monroe	3			
012	Sarcoxie, MO 1-Monroe	1			
013	Longview, MO 1-Swenson	1			
014	Anderson, MO 2-Swensons	2			
015	Jenkins, MO 1-Monore	1			
016	Monett, MO 2-Monroe	2			
	<b>Total 16' Spread Stands</b>	<b>36</b>			
	<u>13' Spread Stands, XHD Trucks/Spreaders</u>				
017	Osceola, MO 1-Swenson, 1-Good Roads	2			
018	Carthage, MO 1-Flink	1			
019	Joplin, MO-Sign Shop 2-Swensons	2			
020	Anderson, MO 2-Swensons	2			
021	Monett, MO 1-Swenson	1			
	<b>Total 13' Spread Stands</b>	<b>8</b>			
	<u>10' Spreader Stands, HD Trucks/Spreaders</u>				
022	Stockton, MO 2-Swensons	2			
023	Golden City, MO 1-Swenson	1			
	<b>Total 10' Spread Stands</b>	<b>3</b>			

**Date:** \_\_\_\_\_  
**Telepho** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_  
**Title** \_\_\_\_\_

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES DIVISION  
JOPLIN, MISSOURI**

January 29, 2010

GENERAL SERVICES: Is accepting bids for Fabrication of 10', 13' and 16' Spreader Stands for 47 Salt Spreaders total. MoDOT wishes to obtain these stands within a quick amount of time. Bid Award will be based off best price and availability. Delivery will be to various MoDOT facilities through out District 7, page 3 lists these locations. The Sander Stands must be universal to fit Swenson, Flink and/or Monroe Sanders. The Sanders' brand, size, quantity and delivery locations are identified on page one. Stands must be primed and painted prior to delivery. Quoted prices shall include all costs including delivery. Drawings have been included.

Buyer: Chris Stephens (417) 621-6355

Sealed bids for supplying the equipment listed on page (1) will be received until **1:00 P.M., Local Time, February 23, 2010.**

Submit descriptive literature and specifications showing exact equipment you propose to furnish. Bid price should include the cost of Fabrications, materials, labor and shipping fees to the identified location. Also instructions for attachment shall be included with each Sander Stand.

**The vendor shall demonstrate to the District prior to acceptance that the equipment delivered complies fully with the enclosed specifications.**

Environmental fees, fuel surcharged and/or any other miscellaneous charges **WILL NOT** be accepted on any invoice. Freight costs must be included in the unit price quoted and not listed as a separate line item.

Bids should be mailed or delivered to Missouri Department of Transportation, 3901 E. 32<sup>nd</sup> Street, Joplin, Missouri 64804. Bids are to be returned in an envelope plainly marked **RFB D7-10-029 Fabrication of Sander Stands BID.**

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

The Department does not recognize the **U.S. Mail, United Parcel Service, Air Express, or any other organizations**, as it's agent for purposes of accepting proposals for sealed bids. Any proposal arriving at the designated office after the deadline specified will not be considered.

The Department of Transportation is exempt from Missouri State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE THESE TAXES IN THE BID, AS AN EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.**

The attached form, identified as **"PREFERENCE IN PURCHASING PRODUCTS"** and **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** shall be included in your bid response. The right is reserved by the Department of Transportation to reject any or all bids and no award is final until formally approved by the Department.

## LOCATIONS

BUILDING	ORG	911 ADDRESS	
ANDERSON	703	5511 State Hwy 59, Anderson, MO 64831	
APPLETON CITY	704	110 S. Mapleton, Appleton City, MO 64724	
BUTLER	707	RR4 Box 623, Butler MO 64730	
CARTHAGE	709	16623 Inca Road, Carthage, MO 64836	
CASSVILLE	710	Rt 5 Box 5357, Cassville, MO 65625	
COLLINS	711	1501 So. Hwy.13, Collins, MO 64738	
ELDORADO SPGS	714	RR2, Box 120, Eldorado Springs, MO 64744	
GOLDEN CITY	715	408 Vine Street, Golden City, MO 64748	
GREENFIELD	717	Rt. 2, Box 38B, Greenfield, MO 65661	
JOPLIN	721	2800 Stephens Blvd., Joplin, MO 64804	
LAMAR	722	67 SE 1st Lane, Lamar, MO 64759	
LIBERAL	723	197 No. Hwy 43, Liberal, MO 64762	
LONGVIEW	724	16393 State Hwy 76, Rocky Comfort, MO 64861	
MONETT	725	4478 West Hwy 60, Monett, MO 65708	
MT. VERNON	726	1001 Spring Park Blvd., Mt. Vernon, MO 65712	
NEOSHO	727	1300 S. Neosho Blvd., Neosho, MO 64850	
NEVADA	728	601 W. Outer Rd. No., Nevada, MO 64772	
OSCEOLA	730	5371 NE Bus Hwy.82, Osceola, MO 64776	
PHELPS	731	8151 Hwy. 96, La Russell, MO 65707	
RICH HILL	733	PO Box 30, Route 2, Rich Hill, MO 64779	
SARCOXIE	734	1617 High Street, Sarcoxie, MO 64865	
SENECA	735	Hwy 43, Box 13382, Seneca, MO 64865	
SHELDON	736	307 North 8th, Sheldon, MO 64784	
STOCKTON	737	13998 East Hwy 32, Stockton, MO 65785	

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

\_\_\_\_\_

\_\_\_\_\_

- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the Corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(Attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_

### CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

My commission expires:

**If checked (X), the following items are a provision of this quotation:**

- ☒ The attachment entitled **"PREFERENCE IN PURCHASING PRODUCTS"** must be completed and returned with this request for quotation.
- ☒ Award of this request for quotation will be made on an **"All Or Nothing"** basis using the "lowest and best" principle of award.
- ☐ Award of this request for quotation will be made on an "Item By Item" basis using the "lowest and best" principle of award.
- ☒ All materials/equipment/services quoted upon are F.O.B. Destination (as outlined above). Freight costs must be included in the unit price quoted and not listed as a separate line item.
- ☒ All materials/equipment/services quoted upon must comply with the attached MoDOT Specification # **6-pages** and any other provisions outlined in this request for quotation.
- ☐ If this quotation is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of this request for informal quotation, for each affected craft and type of workmen in the following county(ies):  
\_\_\_\_\_. The Annual Wage Order # \_\_\_\_\_ may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City. The contractor shall submit weekly payroll documentation included with the project request for payment.
- ☐ If this quotation is accepted, the quoting firm will be required to secure a performance bond in the amount of 100% of the contract sum within two weeks of quote acceptance and prior to a Notice to Proceed by the Owner. The bond shall be issued by Surety, acceptable to the Owner. Costs of such bonds will be the responsibility of the quoting firm.
- ☒ The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by and Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  1. Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
  2. Public Liability (includes property damage and personal injury):
    - a. Not less than \$400,000 each individual per accident or occurrence.
    - b. Not less than \$1,000,000 each accident or occurrence.
  3. Special Hazard Insurance: As required.
  4. Builder's Risk: Not less than the full Contract amount.
- ☐ The contractor will pay all sales and use taxes, which constitute a legal obligation arising out of this work. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies. The contractor will comply with local laws involving safety in the prosecution of the work.

**VENDOR NAME:**

## **STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

## **GENERAL TERMS AND CONDITIONS**

### **General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### **Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

### **Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned

or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### **Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.



- 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
- 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
  - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

#### **Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

#### **Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

#### **Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

#### **Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

#### **Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and

agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### **Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

#### **SPECIAL TERMS AND CONDITIONS**

##### **Insurance**

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- a. General Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

##### **Required Specifications**

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification # E683 and any other provisions outlined in the solicitation documents.

##### **Award**

- a. Award of this bid/quote/proposal will be made using the "lowest and best" principle of award.

IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN  
THE FOLLOWING “NO QUOTE FORM” TO ASSIST THE  
PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.

THANK YOU

**NO QUOTE**

**Date:** \_\_\_\_\_

TO: Missouri Department of Transportation – District 7  
General Services (Procurement) Division  
3901 E. 32<sup>nd</sup> Street  
Joplin, MO 64804  
(417) 629-3226-Fax

FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Our Company is submitting “No Quote” on RFQ# \_\_\_\_\_ for the reason(s) indicated

- ( ) Product or service is not available or cannot meet the required specifications
- ( ) Other obligations - cannot make required deadline
- ( ) The delivery point or work location is outside of our territory or coverage/service area
- ( ) Other – Please explain below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_

- ( ) Please keep our name on the bidder’s list for future opportunities on this product or service.
- ( ) Please remove our name for your bidder’s list for this product service